

**ORDINANCE NO. 08-40**

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA CONSENTING TO THE FIRST RENEWAL REQUESTED BY T-MOBILE SOUTH, LLC, FORMERLY KNOWN AS OMNIPOINT HOLDINGS, INC., OF THE GROUND LEASE FOR A WIRELESS COMMUNICATIONS FACILITY LOCATED AT BABCOCK PARK FOR A PERIOD OF FIVE YEARS, COMMENCING ON JUNE 20, 2008 AND ENDING ON JUNE 19, 2013, PROVIDING FOR AN ANNUAL RENTAL OF \$31,937.14, WITH A RENEGOTIATED 5% ANNUAL INCREASE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Hialeah, Fla., Ordinance 03-54 (June 19, 2003), the City leased a wireless communications facility, a 95-foot high monopole tower, located at Babcock Park, for five years to Omnipoint Holdings, Inc., the predecessor in interest to T-Mobile South, LLC, with four successive five-year renewals, for an annual base rental of \$25,000, with a 4% annual rental increase; and

**WHEREAS**, the parties have agreed to a renegotiated annual increase for rent of 5% during the first renewal period, which is the same as for leased wireless communications facilities that are located on other city properties.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

**Section 1:** The Mayor and the City Council of the City of Hialeah, Florida hereby consent to the first renewal requested by T-Mobile South, LLC, formerly known as Omnipoint Holdings, Inc., of the ground lease for a wireless communications facility located at Babcock Park for a period of five years, commencing on June 20, 2008 and

ending on June 19, 2013, providing for an annual rental of \$31,937.14, with a renegotiated 5% annual increase.

**Section 2:     Repeal of Ordinances in Conflict.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 3:     Penalties.**

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty described above, the City may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

**Section 4:     Severability Clause.**

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

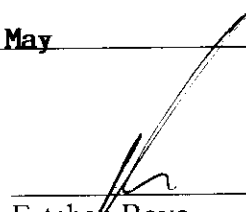
**Section 5:     Effective Date.**

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the

Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED and ADOPTED this 13~~th~~ day of May, 2008.

THE FOREGOING ORDINANCE  
OF THE CITY OF HIALEAH WAS  
PUBLISHED IN ACCORDANCE  
WITH THE PROVISIONS OF  
FLORIDA STATUTE 166.041  
PRIOR TO FINAL READING.

  
\_\_\_\_\_  
Esteban Bovo  
Council President

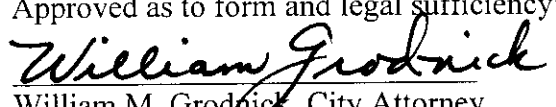
Attest:

Approved on this 14 day of May, 2008.

  
\_\_\_\_\_  
Rafael E. Granado, City Clerk

  
\_\_\_\_\_  
Mayor Julio Robaina

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
William M. Grodnick, City Attorney

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Ordinance was adopted by a unanimous vote with Councilmembers Bovo, Caragol, Casals-Muñoz, Garcia-Martinez, Gonzalez, Hernandez, and Yedra voting "Yes".



Engineering & Operations

SENT VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

January 9, 2008

City of Hialeah  
501 Palm Avenue, 3<sup>rd</sup> Floor  
Hialeah, Florida 33010

Attn: Daniel F. DeLoach, City Clerk

Re: T-Mobile Site ID: 6MD1177A  
Site Address: 651 E. 4<sup>th</sup> Avenue, Hialeah, FL

To Whom It May Concern:


On June 20, 2003, the City of Hialeah, entered into a Ground Lease with Omnipoint Holdings, Inc., now known as T-Mobile South LLC, for the above-referenced site.

Pursuant to the provisions of Section 4(a) of this Lease, the Lease may be renewed for four (4) successive five (5) year periods, upon agreement by the parties and acceptance by the City of Hialeah by ordinance.

The current term of the Lease expires on June 20, 2008. T-Mobile is hereby giving you notice of its desire to extend the Lease for an additional five year term ending to June 19, 2013.

If you have any questions, please feel free to contact me at 813-348-2536.

Sincerely,

  
Carole Bradley  
Real Estate & Zoning Manager  
T-Mobile South LLC

cc: Mayor

**RECEIVED**

JAN 17 2008

**OFFICE OF THE MAYOR**

**ORDINANCE NO. 03-54**

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A GROUND LEASE WITH OMNIPONT HOLDINGS, INC., A DELAWARE CORPORATION, TO LEASE A SITE LOCATED AT BABCOCK PARK FOR OMNIPONT HOLDINGS, INC. TO CONSTRUCT AND OPERATE A 95-FOOT HIGH MONOPOLE TOWER CAMOUFLAGED IN THE SHAPE OF A LIGHT POLE AS A WIRELESS COMMUNICATIONS FACILITY FOR A TERM OF 5 YEARS, COMMENCING ON JUNE 1, 2003 OR DATE OF COMMENCEMENT OF CONSTRUCTION, WITH FOUR RENEWAL TERMS OF FIVE YEARS, EACH SUBJECT TO APPROVAL BY THE CITY, FOR A BASE ANNUAL RENT OF \$25,000, WITH AN ANNUAL INCREASE OF 4% EACH YEAR, TOGETHER WITH SUCH RIGHTS AND DUTIES AS MORE FULLY DESCRIBED IN THE GROUND LEASE, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1"; AND GRANTING A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES IN CONNECTION WITH THE CONSTRUCTION AND OPERATION OF THE COMMUNICATIONS TOWER; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, it is in the best interest of the City to provide a camouflaged wireless communication tower on public property that will allow for a radio repeater and tornado siren for City use and obtain revenue through a ground lease.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

**Section 1:** The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a ground lease with Omnipoint Holdings, Inc., a Delaware corporation, to lease a site located at Babcock Park to construct and operate a 95-foot high monopole tower camouflaged in the shape of a light pole as a wireless communications facility for a term of 5 years, commencing on June 1, 2003 or date of commencement of construction, with four renewal terms of five years, each subject to approval by the City, for a base annual rent of \$25,000, with an annual increase of 4% each year, together with such rights and duties as more fully described in the ground lease, a copy of which is attached hereto and made a part hereof as Exhibit "1".

**Section 2:** The City of Hialeah, Florida hereby grants a non-exclusive easement for ingress, egress and utilities in connection with the construction and operation of the communications tower.

**Section 3:** Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4:** Penalties.

Every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty

described above, the City may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

**Section 5: Severability Clause.**

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

**Section 6: Effective Date.**

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

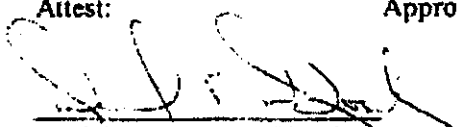
PASSED and ADOPTED this 10<sup>th</sup> day of June, 2003.

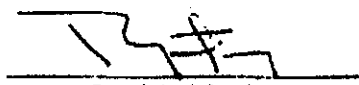
THE FOREGOING ORDINANCE OF THE  
CITY OF HIALEAH WAS PUBLISHED  
IN ACCORDANCE WITH THE PROVISIONS  
OF FLORIDA STATUTE 166.041  
PRIOR TO FINAL READING.

  
Julio Robaina  
Council President

Attest:


Approved on this 19<sup>th</sup> day of JUNE, 2003.

  
Daniel F. DeLoach, City Clerk

  
Mayor Raul L. Martinez

Approved as to form and legal sufficiency:

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William M. Grodnick, City Attorney

Ordinance was adopted by a 4-3 vote with Councilmembers Casas, Ponce, Yedra and Zuniga voting "Yes" and Councilmembers Bovo, Gonzalez and Robaina voting "No".

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**Ground Lease**

THIS Lease ("Lease") entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between the City of Hialeah, Florida, a Florida municipal corporation ("Landlord"), 501 Palm Avenue, Hialeah, Florida and Omnipoint Holdings, Inc., a Delaware corporation, with its principal office located at 12920 SE 38<sup>th</sup> Street, Bellevue, Washington, 98006 ("Tenant").

**Recitals**

A. Landlord is the owner in fee simple of a parcel of land located in the City of Hialeah, Miami-Dade County, Florida, whose legal description is set forth on the attached Exhibit A.

B. Tenant is in the wireless cellular communications business and desires to lease the site described below from Landlord and to construct and/or replace on such site a 95 - foot high monopole tower camouflaged in the shape of a light pole for use in connection with such business ("Tower").

C. Accordingly, the parties are entering into this Lease on the terms and conditions set forth below.

In consideration of the mutual covenants contained in this Lease, the parties agree as follows:

1. Leased Site. Landlord leases to Tenant and Tenant leases from Landlord the real property legally described on the attached Exhibit A (the "Land") together with a non-exclusive easement for ingress, egress and utilities over the adjacent real property legally described on the attached Exhibit B (the "Access Easement"). The Land and the Access Easement are collectively referred to as the "Site."

2. Sublease to Landlord. The parties contemplate Landlord using the Tower free of charge for a radio repeater and tornado siren and Tenant coordinating with Landlord (and any subcontractor of Landlord) the installation of the radio repeater and the tornado siren on the Tower.

3. Relocation. Notwithstanding any provision in this Lease to the contrary, Landlord shall have the right, at any time (and from time to time) during the term of this Lease, to relocate the Tower, at Landlord's expense, to another location suitable for Tenant's use.

4. Term.

a. This Lease shall commence on the earlier of the date that Tenant secures all necessary local and government permits to commence its construction or sixty



(60) days from the date of this Lease (the Commencement Date") and shall terminate at midnight on the last day of the fifth (5<sup>th</sup>) anniversary of the Commencement Date (the "Initial Term"). Upon expiration of the Initial Term, this Lease may be renewed for four (4) additional terms of 5 years each (each a "Renewal Term"), upon agreement of the parties and acceptance by the City of Hialeah by ordinance.

b. Landlord may terminate this Lease at any time, by providing 180 days written notice to Tenant, following the proposal or adoption by the State or Federal government of a law, rule, regulation or decision to the effect that due (in whole or in part) to a landlord having entered into a lease such as this one, the landlord is required to allow additional antennas or towers (of any sort or description) on its property. The rule proposed by the Federal Communications Commission in 1999 in WT Docket 99-217 and CC Docket 96-98 (if applicable to cellular type towers or antennas) would be such a rule. In addition to the foregoing right to terminate this Lease, Landlord has the right, without any further liability, to terminate all of Tenant's right to the Site upon not less than sixty (60) days prior written notice to Tenant if:

(1) Landlord is prohibited by any governmental entity from continued use of the Site during the term of this Lease;

(2) Landlord's right to control or occupy the Site is terminated due to causes beyond its control.

## 5. Rent.

a. Tenant shall pay Landlord as rent for the Site each year during the term of this Lease the sum of Twenty Five Thousand Dollars Dollars (\$25,000.00 ("Base Rent"). Tenant shall pay Base Rent for the first year on the Commencement Date, and Tenant shall pay Landlord Base Rent annually in advance on each anniversary of the Commencement Date. Base Rent shall be increased each year as described hereafter.

b. Tenant shall pay Landlord a late payment charge equal to five percent (5%) of the late payment for any payment not paid within 5 days of the due date.

c. The Base Rent shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to four percent (4%).

d. If this Lease is terminated at a time other than on the last day of the month, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than Tenant's default, all prepaid Rents shall be refunded to the Tenant.

- e. Base Rent, Additional Rent and all other consideration to be paid or provided by Tenant to Landlord shall constitute "Rent" hereunder and shall be paid or provided without offset.

6. Use of Site. Tenant shall use the Site for the construction and operation of the Tower and the placement and operation thereon of "personal wireless service facilities" as such is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2), and Landlord's "Communication Equipment" and for no other purpose. Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the Site.

7. Tenant Improvements, Plans, Bonds.

a. (1) Tenant may improve the Site by constructing the Tower and any related ancillary support facilities and structures on the Site. Prior to commencing construction, Tenant shall submit plans and specifications for all improvements to Landlord for Landlord's written approval, such approval not to be unreasonably withheld. No improvement, construction, installation or alteration shall be commenced until plans for such work have been approved by the Landlord and all necessary permits have been properly issued.

(2) Such plans shall include: Fully dimensioned site plans that are drawn to scale and show (i) the proposed location of the antennas, equipment shelter, driveway and parking areas, (ii) the proposed changes in the landscape, (iii) the proposed type and height of fencing, (iv) the proposed color of all structures, including fencing, (v) the proposed type of construction material for all structures, including fencing, and any other details that the Landlord may request.

(3) Prior to commencing construction, Tenant shall also provide Landlord with the name of the contractor that will be constructing the improvements. The contractor is subject to the prior written approval of Landlord, such approval not to be unreasonably withheld. All improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Site and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.

(4) No improvements or modifications to the Tower shall be made without the Landlord's consent. Moreover, any such improvements or

modifications are subject to the conditions set forth in paragraph a. (1), (2) and (3) above.

b. (1) The Tower shall remain the property of Tenant and Tenant shall, at Landlord's request, remove the Tower upon termination of the Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Site, including use of the Site by Landlord or any of Landlord's assignees or lessees. If, however, Tenant requests permission not to remove all or a portion of the improvements, and Landlord consents to such non-removal, title to the affected improvements shall thereupon transfer to Landlord and the same thereafter shall be the sole and entire property of Landlord, and Tenant shall be relieved of its duty to otherwise remove same. All other alterations, improvements and structures located or constructed on the Site (except for movable equipment and trade fixtures), shall become the property of Landlord upon termination of the Lease, except that Landlord may, by written notice to Tenant, require Tenant to remove all such improvements upon termination of the Lease. Any personal property, equipment or other improvements which are not removed prior to the termination of this Lease shall become the property of Landlord, at Landlord's option.

(2) Upon removal of the improvements (or portions thereof) as provided above in subpart (1), Tenant shall restore the affected area of the Site to the reasonable satisfaction of Landlord.

(3) All costs and expenses for the removal and restoration to be performed by Tenant pursuant to subparts (1) and (2) above shall be borne by Tenant, and Tenant shall hold Landlord harmless from any portion thereof.

c. Tenant shall, prior to commencing any construction on the Site, post a payment bond in form and with a surety company reasonably acceptable to Landlord, assuring that the improvements will be constructed without the attachment of any construction liens.

d. Tenant shall annually post a bond (or, at Tenant's option, a letter of credit) from a surety or bank reasonably acceptable to Landlord, and in an amount reasonably deemed necessary by Landlord, to assure that the funds will be available at the termination of the Lease for removal of the Tower.

e. Tenant shall keep the Site free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Tenant. If any lien is filed against the Site as a result of acts or omission of Tenant or Tenant's employees, agents or contractors, Tenant shall discharge the lien or bond the lien off in a manner

reasonably satisfactory to Landlord within ninety (90) days after Tenant receives written notice that the lien has been filed.

**8. Use by Landlord and Other Providers.**

a. With Landlord's written consent, Tenant may allow another person or entity to use the Tower for purposes of collocation, provided Tenant notifies the third party that such collocation is subject to person or entity obtaining a ground lease with Landlord.

b. Tenant shall design and construct the Tower to accommodate at least one other telecommunications providers ("Other Providers"). Toward this end, Tenant shall design and construct the Tower to permit co-location. Tenant shall also design and construct all ancillary support facilities, including any support buildings, so that at least one other provider will have an adequate amount of space to house their own support equipment.

c. Tenant shall cooperate with each new Other Provider in connection with their locating and placing their antennas and other facilities on the Tower and in the ancillary support facilities. If the location and placement can not be agreed to after a good faith effort has been made, Landlord shall make a final resolution and plan that binds both Tenant and the Other Provider.

d. Each new Other Provider shall be solely responsible for the cost of locating and placing their equipment onto the tower and into the ancillary support facilities, including any support buildings. The Other Providers shall also be responsible for any liabilities that arise from the Other Provider's use of the Tower.

e. Within 10 business days after receipt, Tenant shall notify Landlord in writing of all sublease or assignment requests or proposals which Tenant receives for use of the Tower. Tenant shall also immediately provide Landlord with any information relating to an actual or proposed lease to an Other Provider that Landlord requests. Failure to comply with this provision shall place Tenant in default and give Landlord the option of exercising any of the rights described in Section 16.

f. Landlord shall be allowed to conduct an interference study indicating whether Tenant's use of Tenant's Other Towers will interfere with Landlord's proposed use of the Tower or Tenant's Other Towers. In the event that such a study indicates that Tenant's use will potentially interfere with Landlord's proposed use of the Tower or Tenant's Other Towers, Landlord may require Tenant, at Tenant's expense, to relocate Tenant's antenna and other equipment so

as to remove or minimize the interference, to the extent Landlord deems necessary.

g. Other Providers may conduct an interference study indicating whether Tenant's or existing Other Provider's use of the Tower will interfere with Other Providers' proposed use of the Tower. In the event that such a study indicates that Tenant's or existing Other Provider's use will potentially interfere with Other Providers' proposed use of the Tower, the Other Providers may require Tenant, at Tenant's or existing Other Providers' expense, to relocate Tenant's antenna and other equipment so as to remove or minimize the interference, to the extent Landlord deems necessary.

9. Net Lease. Landlord shall not be required to make any expenditures of any kind in connection with this Lease or to make any repairs or improvements to the Site. The parties agree that this is a net Lease intended to assure Landlord the rent reserved on an absolute net basis. In addition to the Rent reserved above, Tenant shall pay to the parties entitled thereto all taxes, assessments, insurance premiums, maintenance charges, and any other charges, costs and expenses against the Site which may be contemplated under any provisions of this Lease.

10. Maintenance. Tenant shall, at its own expense, maintain the Site and all improvements, equipment and other personal property on the Site in good working order, condition and repair. Tenant shall keep the Site free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.

11. Access. Landlord and its agents shall have the right to enter the Site at reasonable times to examine and inspect the Site. Tenant shall have 24-hours-a-day, 7 days-a-week access to its Leased Site ("Access") at all times during the Initial Term of this Lease and any Renewal Term.

12. Utilities. Tenant shall be responsible for obtaining any utility service to the Site that it desires. Tenant shall pay when due all charges for utilities to the Site during the term of the Lease.

13. License Fees. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Site.

14. Governmental Approvals. This Lease is contingent upon Tenant's obtaining all necessary governmental approvals, permits or licenses that Tenant may deem necessary. This contingency shall be deemed waived 30 days after the date of this Lease unless Tenant provides Landlord written notice within the 30 day period that it is terminating the Lease in light of its inability to obtain necessary approvals. Tenant's installation,

operation and maintenance of its transmission facilities shall not interfere with the Landlord's public safety communications system.

15. Default and Landlord's Remedies. It shall be a default if Tenant defaults in the payment or provision of Rent or any other sums to Landlord when due, and does not cure such default within 10 business days; or if Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from Landlord specifying the default complained of; or if Tenant abandons or vacates the Site; or if Tenant is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if Tenant becomes insolvent or Landlord reasonably believes itself to be insecure.

In the event of a default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to re-enter the Site and eject all persons therefrom, and either (a) declare this Lease at an end, in which event Tenant shall immediately remove the Tower (and proceed as set forth in Section 5b) and pay Landlord a sum of money equal to the total of (i) the amount of the unpaid rent accrued through the date of termination; (ii) the amount by which the unpaid rent reserved for the balance of the term exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided (net of the costs of such reletting); and (iii) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or (b) without terminating this Lease, relet the Site, or any part thereof, for the account of Tenant upon such terms and conditions as Landlord may deem advisable, and ~~any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly, notwithstanding that Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefor as such monthly deficiency shall arise.~~

No re-entry and taking of possession of the Site by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

If suit shall be brought by Landlord for recovery of possession of the Site, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant shall pay to the Landlord all expenses incurred therefor, including reasonable attorney's fees incurred at the trial or administrative level and on appeal.

16. Cure by Landlord. In the event of any default of this Lease by Tenant, the Landlord may at any time, after notice, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney's fees incurred at the trial or administrative level or on appeal, in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Lease, the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be Rent otherwise due and shall be added to the Rent and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

17. Damage or Destruction. If the Tower or any portion of the tower is destroyed or damaged so as to materially hinder effective use of the tower through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon thirty (30) days' written notice to Landlord. In such event, Tenant shall promptly remove the Tower from the Site and the parties shall proceed as set forth in Section 7b above. This Lease (and Tenant's obligation to pay rent) shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. Landlord shall have no obligation to repair any damage to any portion of the Site.

18. Condemnation. In the event the Site are taken by eminent domain, this Lease shall terminate as of the date title to the Site vests in the condemning authority. In the event a portion of the Site is taken by eminent domain so as to materially hinder effective use of the Site by Tenant, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Site, shall belong to Landlord. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, and leasehold improvements.

19. Indemnity and Insurance.

- a. Disclaimer of Liability: Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Tower or Site.

b. Indemnification: Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors, elected or appointed (hereinafter referred to as "Indemnitees"), from and against:

i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys incurred at the administrative or trial level or on appeal, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Tenant, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Site or the Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

ii. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys incurred at the administrative or trial level or on appeal, expert witnesses and other consultants), except for claims arising from the gross negligence or intentional acts of Indemnitees, which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Tower or Site and, upon the written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within thirty (30) days following such request.

iii. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys incurred at the administrative or trial level and on appeal, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by Tenant or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of Florida or United States, including those of the Federal Securities and Exchange Commission, whether by Tenant or otherwise.



c. Assumption of Risk: Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this Section), all risk of dangerous conditions, if any, on or about the Site, and Tenant hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's gross negligence) arising out of the Tenant's installation, operation, maintenance, condition or use of the Site or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

d. Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Tenant shall, upon notice from any of the Indemnitees, at Tenant's sole cost and expense, resist and defend the same with legal counsel mutually selected by Tenant and Landlord; provided however, that Tenant shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Landlord and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

e. Notice, Cooperation and Expenses: Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of the preceding Section. Nothing herein shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel. Tenant shall pay all expenses incurred by Landlord in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided Landlord by Tenant.

If Tenant requests Landlord to assist it in such defense then Tenant shall pay all expenses incurred by Landlord in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings.

f. Insurance: During the term of the Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Million Dollars (\$1,000,000) for each accident.

ii. Comprehensive commercial general liability insurance with minimum limits of Ten Million Dollars (\$10,000,000) as the combined single limit for each occurrence of bodily injury, personal injury, death and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

iii. Pollution Legal Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Million Dollars (\$5,000,000).

iv. Automobile liability insurance covering all owned, hired, and nonowned vehicles in use by Tenant, its employees and agents, affording coverage for bodily injury and property damage coverage to comply with the provisions of state law with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

v. At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Tower. Upon completion of the installation of the Tower, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Site. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

vi. Business interruption insurance coverage in an amount sufficient to cover such loss of revenues, for the period of time which it would take, under normal circumstances, to repair or replace that part(s) of the Site that is damaged and caused the loss of revenue.

vii. All policies shall have a common renewal date and other than those for Worker's Compensation and pollution legal liability shall be written on an occurrence and not on a claims made basis.

viii. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

g. Named Insureds: All policies, except for builder's risk, property, business interruption and worker's compensation and pollution legal liability policies, shall name Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, as follows:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

h. Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, of required premiums shall be filed and maintained with Landlord annually during the term of the Lease. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.

i. Cancellation of Policies of Insurance: Tenant agrees to give Landlord thirty (30) days prior written notice of the cancellation or non-renewal of all insurance policies maintained pursuant to this Lease.

j. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Florida or surplus line carriers on the State of Florida Insurance Commissioner's approved list of companies qualified to do business in the State of Florida. All insurance carriers and surplus line carriers shall be rated A-- or better by A.M. Best Company.

k. Deductibles: All insurance policies may be written with deductibles and retainages, not to exceed \$100,000 unless approved in writing in advance by Landlord. Tenant agrees to indemnify and save harmless Landlord, the Indemnitees and Additional Insureds from and against the payment of any

deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

l. Contractors: Tenant shall require that each and every one of its contractors and their subcontractors who perform work on the Site to carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverages of the type and in the amounts which Tenant is required to obtain under the terms of this Lease.

m. Review of Limits: Once during each calendar year during the term of this Lease, Landlord may review the insurance coverages to be carried by Tenant. If Landlord determines that higher limits of coverage are necessary to protect the interests of Landlord or the Additional Insureds, Tenant shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

20. Hazardous Substance Indemnification. Except as provided by law, Tenant represents and warrants that its use of the Site herein will not generate any hazardous substance, and it will not store or dispose on the Site nor transport to or over the Site any hazardous substance. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of Landlord, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

21. Holding Over. Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at two times the rents herein specified (prorated on a monthly basis) and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

22. Subordination to Mortgage. Any mortgage or deed of trust now or subsequently placed upon any property of which the Site are a part shall be deemed to be prior in time and senior to the rights of the Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage or deed of trust. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination.

23. Security Deposit. Contemporaneously with the execution of this Lease, Tenant has deposited with the Landlord a payment bond in the sum of \$ 25,000.00. The deposit shall be held by the Landlord, without liability for interest, as security for the faithful performance by the Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by the Tenant during the term hereof.

24. Acceptance of Site. By taking possession of the Site, Tenant accepts the Site in the condition existing as of the Commencement Date. Landlord makes no representation or warranty with respect to the condition of the Site and Landlord shall not be liable for any latent or patent defect in the Site.

25. Estoppel Certificate. Tenant shall, at any time and from time to time upon not less than ten (10) days prior request by Landlord, deliver to Landlord a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) the dates to which rent and other charges have been paid; (c) so far as the person making the certificate knows, Landlord is not in default under any provisions of the Lease; and (d) such other matters as Landlord may reasonably request.

26. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Landlord, to: Daniel F. DeLoach, City Clerk  
City of Hialeah  
501 Palm Avenue, 3<sup>rd</sup> Floor  
Hialeah, Florida 333010  
With a copy to the Mayor and same address

With a copy to:

If to Tenant, to: Omnipoint Holdings, Inc.  
3111 W. Dr. Martin Luther King Drive  
Suite 400  
Tampa, Florida 33607  
Attn.: Cell Site Lease Administrator

With a copy to: T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Cell Site Administrator  
With a copy to: Attn: Legal Department

27. Assignment and Subletting.

(a) Subject to the provisions of Section 8, Tenant shall not assign this Lease in whole or in part, or sublet all or any part of the Site without the Landlord's prior written consent, such consent not be unreasonably withheld or delayed. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity of such consent to any subsequent assignment or subletting. If this Lease is assigned, or if the Site or any part thereof is sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent and other obligations of Tenant hereunder reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver or release of Tenant from the further performance by Tenant of the covenants on the part of Tenant hereunder contained. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

(b) If control of Tenant changes at any time during the term of this Lease, then Landlord at its option may, by giving 10 business days prior written notice to Tenant, declare such change a breach of this paragraph unless Landlord has previously approved the new controlling party. The control of the Tenant shall be deemed to have changed at any point in time when there is any change in the identity of the entities, individuals, or group which directly or indirectly, directs, or has the power to direct, the management and policies of the Tenant, whether through the ownership or voting securities or other equity interest, by contract, or otherwise. Without limiting the generality of the foregoing, for the purposes hereof, such a change shall be deemed to have occurred at any point in time when there is a change (i) in actual working control of the Tenant (by whatever means exercised) or (ii) in the effective control of the Tenant.

(c) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Tenant arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Landlord, shall be the exclusive property of Landlord, and shall not constitute property of the Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to Landlord.

28. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

29. Non-Waiver. Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Landlord shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

30. Optional Termination. Landlord shall have at its sole discretion the option of terminating this Lease if Tenant loses its license to provide PCS/cellular services for any reason, including, but not limited to, non-renewal, cancellation, or expiration of its license. Notwithstanding, any other termination rights available to Tenant under this Lease, Tenant, may terminate this Lease within 90 days prior written notice to Landlord, if, in Tenant's reasonable judgment, Leased Site cannot be used for the purpose described in Section 6 hereof due to radio frequency transmission and reception issues related to (i) other radio frequency sources, (ii) engineering design or (iii) physical changes in the buildings and improvements in the vicinity of the Lease Site following the Commencement Date.

31. Taxes.

a. Tenant shall pay all real and personal property taxes (or payments in lieu of taxes) and assessments for the Site, if any, which become due and payable during the term of this Lease. All such payments shall be made, and evidence of all such payments shall be provided to Landlord, at least ten (10) days prior to the delinquency date of the payment. Tenant shall pay all taxes on its personal property on the Site.

b. Tenant shall indemnify Landlord from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys incurred at the administrative or trial level and on appeal, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Tenant in relation to the taxes owed or assessed on the Site.

c. If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for any portion of the property taxes and special assessments now imposed on property there is imposed a tax upon or against the rentals payable by Tenant to Landlord, Tenant shall pay those amounts in the same manner as provided for the payment of real and personal property taxes.

32. Dispute Resolution.

a. Except as otherwise provided in this Lease, any controversy between the parties arising out of this Lease or breach thereof, is subject to the mediation process described below.

b. A meeting will be held promptly between the parties to attempt in good faith to negotiate a resolution of the dispute. Individuals with decision making authority will attend the meeting regarding the dispute. If within twenty (20) days after such meeting the parties have not succeeded in resolving the dispute, they will, within twenty (20) days thereafter submit the dispute to a mutually acceptable third party mediator who is acquainted with dispute resolution methods. Landlord and Tenant will participate in good faith in the mediation and in the mediation process. The mediation shall be nonbinding. Neither party is entitled to seek or recover punitive damages in considering or fixing any award under these proceedings.

c. The costs of mediation, including any mediators fees, and costs for the use of the facilities during the meetings, shall be born equally by the parties. Each party's costs and expenses will be assumed by the party incurring them.

33. Treatment in Bankruptcy. The parties to this Lease hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Lease Tenant shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "Proceeding") under the United States Bankruptcy Code, 11 U.S.C. § 101, et seq. (the "Code"), this Lease is and shall be treated as an "unexpired lease of nonresidential real property" for purposes of Section 365 of the Code, 11 U.S.C. § 365, and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365.

34. Force Majeure. If a party is delayed or hindered in, or prevented from the performance required under this Lease (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, terrorism, acts of God or other reasons of like nature, not the fault of the party delayed in performing work or doing acts, such party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay. In the event that Tenant invokes this provision because damage to the Site has hindered, delayed, or prevented Tenant from using the Site, Tenant may immediately erect any temporary facilities on the Site necessary to resume service, provided that such temporary facilities do not unreasonably interfere with Landlord's ability to repair or restore the Site or interfere with the Landlord's public safety communications system. If, in Landlord's sole and absolute discretion, it elects to repair or restore the Site, upon completion of such repair or restoration, Tenant is entitled to repair or rebuild the Tower and/or related facility in accordance with the terms agreed upon in this Lease.



35. Miscellaneous.

a. This Lease is not a franchise pursuant to state law or Hialeah Code nor is it a permit to use the rights-of-way under state law or Hialeah Code. Any such franchise or permit must be obtained separately from Landlord.

b. Landlord and Tenant each represent and warrant to the other that all necessary authorizations and approvals required for execution and performance of this Lease have been given and that the undersigned individual is duly authorized to execute this Lease and bind the party for which it signs.

c. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

d. This Lease and performance hereunder shall be governed, interpreted, construed and regulated by the laws of the State of Florida. Venue for any litigation that may arise in connection with this Agreement shall be in Miami-Dade County, Florida. The Tenant agrees to be subject to the jurisdiction (subject matter and in personam) of the courts of Miami-Dade County, Florida and amenable to service of process.

e. If any term, covenant, condition or provision of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and shall be valid and enforceful to the fullest extent permitted by law.

f. Landlord hereby expressly disclaims all Warranties of Merchantability and Fitness for a Particular Purpose associated with the Site. Tenant accepts the Site "As Is."

g. Tenant shall use the utmost good faith to apply for, obtain, and keep in full force and effect all certificates, permits, licenses, and approvals affecting Tenant's ability to use the Site.

h. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

i. This Lease does not and shall not be construed to establish or create a partnership, joint venture, franchise or other form of business association between Landlord and Tenant.

This Lease was executed as of the date first set forth above.

**LANDLORD:**

CITY OF HIALEAH, FLORIDA

By:

Mayor Raul L. Martinez

Date

6-20-03

Attest:

By:

Daniel F. DeLoach, City Clerk

Approved as to legal sufficiency and form:

William M. Grodnick  
William M. Grodnick, City Attorney

**TENANT:**

*The foregoing instrument was acknowledged  
by Patrick Monroe who is personally  
known to me, on this 6th May 2003*

By:

Patrick Monroe

Title: Director of Engineering and Operations

Attest:

Notary

(SEAL)



Lazara R. Davalos  
MY COMMISSION # CC762149 EXPIRES  
August 20, 2004  
BONDED THRU TROY FARM INSURANCE, INC.

**Legal Description:**

THE SOUTH 1/2 OF THE NW. 1/4 OF THE SW. 1/4, SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

**Legal Description: T-Mobile Lease Parcel**

A PORTION OF THE NW.1/4, SW.1/4, SECTION 17-53-41 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER W.1/2, SE.1/4, SW.1/4, SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST. (THE BASIS OF BEARINGS BEING THE EAST LINE NW.1/4, SW.1/4, SECTION 17-43-41 HAVING A BEARING OF N 00°00'00" E ASSUMED MERIDIAN); THENCE N 17°43'08" W FOR 248.95 FEET TO THE POINT OF BEGINNING; THENCE N 00°23'23" E FOR 20.00 FEET; THENCE

S 89°36'37" E FOR 20.00 FEET; THENCE S 00°23'23" W FOR 20.00 FEET; THENCE N 89°36'37" W FOR 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 400 SQ.FT MORE OR LESS, LYING AND BEING IN MIAMI-DADE COUNTY FLORIDA.

**Legal Description: T-Mobile 3 Foot Utility Easement**

A 3 FOOT WIDE UTILITY EASEMENT OVER A PORTION OF THE NW.1/4, SW.1/4, SECTION 17-53-41 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF THE T-MOBILE LEASE PARCEL (THE BASIS OF BEARINGS BEING THE EAST LINE NW.1/4, SW.1/4, SECTION 17-43-41 HAVING A BEARING OF N 00°00'00" E ASSUMED MERIDIAN); THENCE N 00°23'23" E FOR 2.78 FEET TO THE POINT OF BEGINNING; THENCE S 89°36'37" E FOR 37.30 FEET TO THE POINT OF TERMINATION. SIDE LINES OF SAID 3.00 FOOT WIDE UTILITY EASEMENT TO BE SHORTENED OR EXTENDED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE POINT OF TERMINATION AND AT THE EAST LINE OF SAID T-MOBILE LEASE PARCEL. CONTAINING 111 SQ.FT MORE OR LESS, LYING AND BEING IN MIAMI-DADE COUNTY FLORIDA.

WITH ITEM # **2.**